

KC FILED

FEB 26 2008

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURTUNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,

)

FEB 26 2008

v.

)

No. 08 CR 146

RANDY PINE

)

Magistrate Judge Nolan

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on February 26, 2008, and for and in consideration of bond being set by the Court for defendant RANDY PINE, in the amount of \$ 50,000, being ~~partially~~ secured by real property, RANDALL R. PINE and EULA R. TEEL hereby warrant and agree:

1. RANDALL R. PINE and EULA R. TEEL warrant that they are the sole record owners and titleholders of the real property located at 15238 Rosarie Drive, Homer Glen, Illinois, described legally as follows:

LOT 245, IN FARM VIEW HILLS UNIT NO. 4, A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 1994 AS DOCUMENT NO. R94-100625, IN WILL COUNTY, ILLINOIS.

Parcel ID 05-14-158-011.

RANDALL R. PINE and EULA R. TEEL warrant that there is one outstanding mortgage and one outstanding home equity line of credit against the subject property and that the equitable interest in the real property is at least \$134,000.

2. RANDALL R. PINE and EULA R. TEEL agree that their equitable interest in the above-described real property may be forfeit to the United States of America should the defendant RANDY PINE fails to appear as required by the Court or otherwise violate any condition of the

Court's order of release. RANDALL R. PINE and EULA R. TEEL further understand and agree that, if defendant RANDY PINE should violate any condition of the Court's release order, and their equity in the property is less than \$134,000, they will be liable to pay any negative difference between the bond amount of \$ 50,000 and their equitable interest in the property, and RANDALL R. PINE and EULA R. TEEL hereby agree to the entry of a default judgment against them for the amount of any such difference. RANDALL R. PINE and EULA R. TEEL have received a copy of the Court's release order and understand its terms and conditions. Further, the sureties understand that the only notice they will receive is notice of court proceedings.

3. RANDALL R. PINE and EULA R. TEEL further agree to execute a quit claim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. RANDALL R. PINE and EULA R. TEEL understand that should defendant RANDY PINE fail to appear or otherwise violate any condition of the Court's order of release, the United States may obtain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.

4. RANDALL R. PINE and EULA R. TEEL further agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court.

5. RANDALL R. PINE and EULA R. TEEL further understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond

set for defendant RANDY PINE, they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. RANDALL R. PINE and EULA R. TEEL agree that the United States shall file and record a copy of this Forfeiture Agreement with the Will Cook County Recorder of Deeds as notice of encumbrance in the amount of the bond.

6. RANDALL R. PINE and EULA R. TEEL hereby declare under penalty of perjury that they have read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.

Date: 2-26-08



RANDALL R. PINE
SURETY/GANTOR

Date: 2/26/08



EULA R. TEEL
SURETY/GANTOR

Date: 2-26-08



Witness

Return to:

Ann Bissell
U.S. Attorney's Office
219 S. Dearborn, 5th Floor
Chicago, Illinois 60604
/km